

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Perry M. Orlando		07/06/2010	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Emerald Cities Collaborative, Inc.		
Street Address:	1140 Connecticut Ave, NW, Suite 1210		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20036		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3814868	THE EMERALD CITY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)207-6400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Nina Habib Borders		
Address Line 1:	10 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Nina Habib Borders		
Signature:	/Nina Habib Borders/		
Date:	07/27/2010		
Total Attachments: 7 source=EmeraldAssign#page1.tif			

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**TRADEMARK**  
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**Trademark Assignment**

This Trademark Assignment with an effective date of July 6<sup>th</sup> 2010 is by and between Emerald Cities Collaborative, Inc. a Delaware corporation ("ECC"), and Perry Orlando ("Mr. Orlando"), an individual residing in Florida.

**WHEREAS**, Mr. Orlando owns certain rights in the mark The Emerald City, U.S. Trademark Application Serial No. 76/684,594, Registration No. 3814868 (the "Mark"); and

**WHEREAS**, Mr. Orlando desires to assign to ECC all of Mr. Orlando's right, title and interest in and to the Mark and any and all goodwill associated therewith, and ECC desires to acquire all of Mr. Orlando's right, title and interest in and to the Mark and any and all goodwill associated therewith.

**NOW, THEREFORE**, pursuant to that certain 2009 Trademark Assignment and License Agreement between the parties, and subject to the conditions therein, in exchange for good and valuable consideration, Mr. Orlando assigns to ECC all right, title and interest in and to the Mark and any and all derivatives thereof, together with any and all goodwill associated therewith, and the right to sue and recover damages and profits for past, present, and future infringement, if any, related to the Mark.

Mr. Perry Orlando

By: 

Signature

**ACKNOWLEDGED:**

Emerald Cities Collaborative, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

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# United States of America

United States Patent and Trademark Office

## THE EMERALD CITY

**Reg. No. 3,814,868**

**Registered July 6, 2010**

**Int. Cl.: 35**

**SERVICE MARK**

**PRINCIPAL REGISTER**

ORLANDO, PERRY M. (UNITED STATES INDIVIDUAL)  
1610 KISH BOULEVARD  
TRINITY, FL 34655

FOR: BUSINESS DEVELOPMENT AND FORMATION CONSULTING SERVICES FOR THE  
RENEWABLE ENERGY INDUSTRY, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-15-2010; IN COMMERCE 1-15-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 76-694,594, FILED 11-28-2008.

WARREN L. OLANDRIA, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**TRADEMARK**

**REEL: 004248 FRAME: 0489**

TRADEMARK ASSIGNMENT AND LICENSE

This Trademark Assignment and License Agreement ("Agreement") with an effective date of \_\_\_\_\_, 2009 is by and between Emerald Cities Collaborative, Inc., a Delaware corporation ("ECC") and Perry Orlando ("Mr. Orlando"), an individual residing in Florida.

WHEREAS, Mr. Orlando owns certain rights in the Mark, The Emerald City, U.S. Trademark Application Serial No. 76/684,594 (the "Mark");

WHEREAS, Mr. Orlando desires to sell, assign, and set over to ECC all or Mr. Orlando's right, title and interest in and to the Mark and any and all goodwill associated therewith; and

WHEREAS, ECC desires to license to Mr. Orlando certain rights to use the Mark after the assignment of the Mark has been completed.

NOW, THEREFORE, in exchange for adequate consideration and the mutual promises herein, the parties agree as follows:

1.0 Assignment of Trademark

1.1 Assignment. Mr. Orlando agrees to convey and assign unto ECC, all right, title and interest in and to the Mark and any and all derivatives thereof, together with any and all goodwill associated therewith, and the right to sue and recover damages and profits for past, present and future infringement, if any, related to the Mark, at such time as the Mark is registered at the United States Patent and Trademark Office ("USPTO"). Such date shall be known as the "Registration Date." Concurrently with the execution of this Agreement Mr. Orlando is executing the form of assignment as Exhibit A hereto to be used by ECC to effect the assignment contemplated by Section 1.1 hereof. Upon request,

Mr. Orlando agrees to execute any additional documents as may be reasonably required to effect and/or record the assignment set forth herein.

1.2 Use. Between the Effective Date and the Registration Date, Mr. Orlando may continue to use the Mark.

## 2.0 Payments & Obligations

2.1 Down Payment. In exchange for the agreements contained herein, ECC shall promptly pay to Mr. Orlando a one time non-refundable cash payment of \$25,000. Upon payment of such amount, Mr. Orlando appoints Joel Rogers as his Power of Attorney (with the full power of substitution and resubstitution) for the limited purpose of allowing ECC (and its attorneys) to take over continued prosecution of the application for the Mark. The Power of Attorney wanted herein is a Durable Power of Attorney and is irrevocable, shall survive the bankruptcy, insolvency or dissolution of the undersigned, is binding on his successors and assigns, and is coupled with an interest. Upon ECC's request Mr. Orlando agrees to execute any additional documents as may be reasonably required to effect and/or record this new Power of Attorney and to use reasonable effort to assist ECC and its attorneys with the prosecution of the application, satisfying the USPTO's requirement for use of the Mark in commerce, and ensure registration of the Mark in a timely manner. Mr. Orlando agrees to use the Mark in connection with business development, formation and consulting services for the renewable energy industry by January 31, 2010 and provide evidence of such use in the form of a specimen and date of first use to ECC to assist ECC in its registration of the Mark.

2.2 Final Payment. Upon final registration of the Mark by the USPTO and completion of the Mark to ECC, ECC agrees to pay Mr. Orlando a final installment payment of \$40,000.

2.3 License. Upon registration of the Mark by the USPTO and completion of the transfer of the Mark to ECC, ECC agrees to license certain rights in the Mark to Mr. Orlando as set forth below.

### 3.0 License of Mark

3.1 Grant of License. Upon registration of the Mark by the USPTO and completion of the transfer of the Mark to ECC, ECC grants to Mr. Orlando and his associated entities, if any, a royalty-free, non-exclusive right to use the Mark in the Territory (as defined below) subject to the terms set forth herein. Mr. Orlando shall be entitled to use the Mark solely in connection with providing business development, formation and consulting services for the renewable energy industry. Mr. Orlando has no right to sublicense the Mark without the prior approval of ECC.

3.2 Territory. The Territory of the license set forth in 3.1 above shall be the United States, and all it's possessions. ("Territory")

3.3 Restrictions. Except as set forth herein, Mr. Orlando agrees not to use the Mark, as a trademark, service mark, domain name, or trade name, or register or attempt to register the Mark, or a similar mark, with any domestic or foreign governmental or quasi-governmental authority, including without limitation the USPTO and its counterparts in other jurisdictions, without the consent of ECC.

### 4.0 Miscellaneous

4.1 Commencement Date and Termination. This Agreement shall commence on the Effective Date indicated herein and shall continue in perpetuity. Either ECC or Mr. Orlando may terminate this Agreement if the other breaches any of his or its material obligations under this Agreement and does not remedy such breach after being requested to do so in writing within 30 days thereafter. Any termination notice shall be given in writing. Upon termination of this Agreement by ECC pursuant to the preceding sentence, Mr. Orlando shall promptly cease use of the Mark.

### 4.2 Trademark Protection; Quality Standards

(a) Mr. Orlando shall inform ECC of any infringement of the Mark within

the Territory that comes to the attention of Mr. Orlando and his associated entities and shall cooperate with ECC to protect the Mark in the Territory. Mr., Orlando shall notify ECC without delay if claims are asserted by third parties against Mr. Orlando for the use of the Mark. Mr. Orlando and his associated entities shall cooperate with ECC in the prosecution of infringement actions of the defense of such claims.

(b) In connection with the use of the Trademark, Mr. Orlando and his associated entities shall comply with all applicable laws in the Territory and shall promptly notify ECC if any legal problem should arise which might preclude the use of the Mark in the Territory.

(c) The products and services sold by Mr. Orlando and his associated entities under the Mark shall at all times be of a high quality, as determined by ECC acting reasonably. If the products or services sold by Mr. Orlando and his associated entities under the Mark fail to meet such quality standards, Mr. Orlando shall immediately take corrective action to ensure that the products or services are of the appropriate quality. ECC shall have no responsibility for the products or services sold by Mr. Orlando and his associated entities.

4.3 No contest Clause. Mr. Orlando shall not challenge ECC's use of the Mark or support challenges by third parties, whether before or after the Registration Date. Only ECC shall have the exclusive right to file oppositions or claims against the users of confusingly similar trademarks.

#### 4.4 Warranties

(a) Neither party is aware of any third party rights which may preclude the use of the Mark pursuant to this Agreement.

(b) ECC shall be responsible for all payments in connection with the continued prosecution of the Mark in the United States or its possessions.

4.5 Amendments. No modification or amendment of this Agreement or any



provision hereof shall be binding upon any party unless made in writing and executed by the duly authorized representatives of both parties. No waiver of any right under this Agreement shall be binding unless executed in writing by the party making such waiver.

4.6 Applicable Law. This Agreement shall be governed by the laws of the state of Delaware.

4.7 Assignment. This Agreement may not be assigned or transferred by either party, in whole or in part, without the express written consent of the other party, which shall not be unreasonably withheld.

4.8 Successors and Assigns. This Agreement shall be binding upon ECC and its permitted successors and assigns, and Mr. Orlando and his associated entities, and their permitted successors and assigns.

4.9 Entire Understanding. This Agreement constitutes the entire Agreement, and supersedes any other prior agreements and undertakings, between the parties with respect to the subject matter hereof. Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement. In this event, the parties shall be obliged to replace the invalid provision by a valid provision which most approximates the economic purpose of the invalid provision.

Emerald Cities Collaborative, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Perry Orlando  
an individual residing in Florida

By:   
Signature

Date: \_\_\_\_\_